March 22, 2021

Dear AAUP Executive Committee,

We thank you for your patience as we fully explored your proposed letter of agreement to strike 25.2.1.1 from the mature AAUP contract. This is an extraordinary request to reconsider just a single contract item in isolation when we are just a few months from the onset of negotiations. One of the fundamental rationales for this request that you presented to Provost Bott and Dr. Mansberger was that our current contract contains some unique language. Removing this language, you asserted, would make us more consistent with practice of our sister Michigan institutions as well as those around the country. Unique or not, this 25.2.1.1 clause has been in each of our contracts since our first one in 1976, so it does seem to be one upon which both sides found agreement on repeated occasions in the past.

In researching the assertion that such a clause is unique to WMU, we found relevant language from existing union contracts for four other public, four-year institutions in Michigan which can be found on pages that follow.

Given that this clause has been mutually agreed upon numerous times over the years, is not unique within the State of Michigan public universities and that we will begin comprehensive negotiations in a few short months, we believe further discussions of this clause are best held at the bargaining table.

Edward Montgomery
President

Jennifer Bott
Provost and Vice President of Academic Affairs
Central Michigan University

Article 18
POSITION REDUCTION/LAYOFF

1. Layoff is the termination of employment of a bargaining unit member for reasons other than the competence of a bargaining unit member. Recommendations concerning layoffs occur separately from, and are based on considerations different from, those dealing with tenure and reappointment.

2. CMU may lay off a bargaining unit member under certain conditions. Examples of these conditions include but are not limited to discontinuation of a program, and financial exigency.
   a. Bona Fide Program Discontinuation. Any program discontinuation which results in the layoff of a bargaining unit member must be approved through established university curricular procedures prior to any layoff recommendation or decision. These procedures include, where applicable, the current version of the "Curricular Authority Document" and the "Policy on Academic Organization" which has been approved by the Academic Senate and the Board of Trustees.
   b. Financial Exigency. Before any bargaining unit member is laid off because of financial exigency, a declaration of financial exigency will be made by the Board of Trustees. Before the Board of Trustees declares financial exigency, the following shall occur:

Eastern Michigan University

ARTICLE VIII. LAYOFF AND RECALL

The following procedure shall be followed should EMU determine to reduce the number of Faculty Members within a department or program owing to its curtailment or elimination, owing to a reduction, reallocation, or elimination of financial resources within a department, college or the University, owing to programmatic changes resulting from a Program Review conducted with appropriate Faculty input, owing to a bona fide financial exigency, or owing to an enrollment decline or a reasonably anticipated enrollment decline. Before Faculty Members in any department are requested to undertake a Program Review they shall be provided with the details of the Program Review process, including the timetable for reviews and the criteria to be applied in reaching decisions to continue or discontinue programs.
Oakland University

1. ARTICLE VIII LAYOFF AND RECALL

2. Oakland recognizes that a University achieves and maintains distinction through the excellence of its faculty and that faculty can make their greatest contribution in an environment that values academic freedom and tenure. Oakland further recognizes that when reduction of faculty positions in any academic area is contemplated, any plan will place a high priority on maintaining the quality of instructional programs and minimizing unnecessary loss of faculty. With its diversity of intellectual and professional resources, the University offers the potential for creative problem-solving through the application of the combined capabilities of its constituencies. Therefore, if Oakland determines that reductions or reallocations of faculty positions are necessary under the provisions of this Article, a committee with representation from Oakland, the Association, and the affected academic unit(s) will be established to develop a plan for addressing the problem. This plan, to be submitted to Oakland within 60 days from the date that Oakland calls for the committee to be established, shall consider such alternatives to layoff as attrition, in-load summer teaching, retraining, retirements, less-than-full-pay leaves, reassignment of teaching responsibilities, assignment of non-teaching duties, or reduced appointments. Nevertheless, having considered this plan, if Oakland determines that the alternatives do not meet the needs for reduction and reallocations in faculty positions, or if a plan is not timely submitted, layoffs of full-time faculty may be instituted in accordance with the following paragraphs of this Article.

3. Oakland may lay off and recall its faculty members and determine the academic unit or units in which such layoff shall occur. The two circumstances in which layoff may occur are described in paragraph 48, Over-Ratio Layoff, and paragraph 49, Position-Shift Layoff. However, no full-time faculty member shall cease working due to layoff in any academic unit where part-time persons other than students are doing unit work if the full-time faculty member is qualified, as determined by Oakland, to do that work. Oakland will make every reasonable effort not to lay off special lecturers during the terms of their respective individual employment contracts. For purposes of this Article, a faculty member shall be considered as holding the highest title for which he or she has been approved by Oakland on the date Oakland notifies the Association of its intention to institute a layoff, whether or not the date on which that title will become effective has been reached. However, if a faculty member is approved by Oakland for a title in paragraph 54f., g., or h. subsequent to the notification in subparagraph 57a., the faculty member will be considered as being in the categories described in subparagraphs 54f., g., or h. for purposes of paragraphs 62 and 63 only.
Wayne State AFT-AAUP

ARTICLE X: Layoff and Recall

It is understood that in a viable, complex and multifaceted University, it may be necessary to adjust programs and staff through normal attrition. Historically, this adjustment has been accomplished by not renewing term contracts in specific units, departments or Schools/Colleges. This provision and accompanying procedures do not apply to this historic practice.

In circumstances other than those stated above it may be necessary because of substantial curtailment or discontinuance of a program or extraordinary financial exigency to make reductions in personnel. No recommendation for program discontinuance or substantial curtailment shall be made to the Board of Governors without prior consultation with the affected unit and appropriate academic councils of the School/College/division and of the University, each of which shall be given the opportunity to submit written advisory reports and recommendations. In such cases the following language shall apply.